

REMARKS

This is a full and timely response to the outstanding non-final Office Action mailed May 7, 2003 (Paper No. 8). Claims 5-42 are pending in the present Application. More specifically, claims 5, 22, 38, 39, 40, and 42 are directly amended. Applicants respectfully traverse all Official Notices made in this Office Action (Paper No. 8) and request evidence of such findings. Reconsideration and allowance of the Application and presently pending claims 5-42 are respectfully requested.

I. Present Status of the Application

Applicants respectfully acknowledge that the previous non-final Office Action (Paper No. 5) was vacated due to Applicants' resubmission of a missing preliminary amendment that was originally filed August 16, 1999, in which claims 1-4 were canceled and claims 5-42 were added.

II. Objection to the Drawings

Applicants have attached to this Response a Replacement Sheet for the amended drawings. Further, Applicants have also attached an Annotated Marked-up Drawings Sheet that indicate the changes made to the drawings. Further, Applicants amended the specification to correct the reference numerals not mentioned in the description to correspond with the submitted amended drawings. Applicants respectfully request that the objection to the drawings be withdrawn.

III. Objection to the Abstract

Applicants respectfully submit that the Abstract has been amended such that it is within the of 50 to 100 words. Applicants respectfully request that the objection to the Abstract be withdrawn.

IV. Objection to the Disclosure

In the Office Action, Examiner pointed out that the acronyms should be written out fully, at least the first time they appear in the specification, in order to clarify what the acronyms truly refer to, particularly BCAS, REGIS, CAPRI, CAS/CATEWAY, and LMOS. Applicants have amended the specification such that the acronyms are written out fully as recommended by Examiner. Applicants respectfully request that the objection to the disclosure be withdrawn.

V. Objection to the Reference to the Appendix

Applicants acknowledge the informalities regarding the Appendix. However, Applicants would like to resolve the informalities after the claims are allowed.

VI. Interview Summary

Applicants first wish to express their sincere appreciation for the time Examiner spent with Applicants' attorney, Jeffrey R. Kuester, during a telephone discussion on February 27, 2003, regarding the status of the present case which was accurately described in Examiner's Interview Summary (Paper No. 7). Further, on July 31, 2003, Examiner and Applicants' attorney, Minh N. Nguyen, had a telephone discussion about the objection to the Appendix in the specification as specified in the Office Action (Paper No. 8 on page 4). Examiner agreed that correction to the appendix as specified on page 4 of the Office Action, Paper No. 8, may be resolved after the claims are allowed.

VII. Response to Claim Rejections under 35 U.S.C. §102(a)

In the Office Action, claims 5, 6, 10-15, 22, 26-31, and 38 stand rejected under 35 U.S.C. §102(a) as allegedly being anticipated by Inglesby ("MES: Who, When, and Why") (hereinafter *Inglesby*). Claims 39 and 40 stand rejected under 35 U.S.C. §103(e) as allegedly being anticipated by U.S. Patent No. 5,923,552, to Brown, et al. (hereinafter *Brown*).

It is well established that "anticipation requires the disclosure of a single prior art reference of each element of the claim under consideration." *W. L. Gore & Associates, Inc. v. Garlock, Inc.*, 721 F.2d 1540, 220 USPQ 303, 313 (Fed. Cir. 1983). Applicants respectfully submit that *Inglesby* fails to teach or disclose each and every feature of claims 5, 6, 10-15, 22, 26-31, and 38 for at least the reasons that follow. Further, Applicants respectfully submit that *Brown* fails to teach or disclose each and every feature of claims 39 and 40.

A. Claim 5

Claim 5, as amended, recites:

A system for facilitating managing a job, the system comprising:

a job entry application for defining at least one task within the job and *determining whether the task should be accomplished by a contractor*;

a scheduling application for assigning personnel to the at least one task;

a materials management application for assigning any needed materials to the at least one task; and

an interface for receiving updates on the status of the at least one task.

(Emphasis Added)

Applicants respectfully submit that *Inglesby* fails to disclose at least the above-emphasized element, particularly “determining whether the task should be accomplished by a contractor,” as recited in claim 5.

In fact, *Inglesby* apparently appears to disclose at most a manufacturing execution system (MES) that provides “a way of integrating all of the different processes on the manufacturing floor. MES helps managers with manufacturing decisions by tracking products through the production process” (Emphasis Added, Abstract of *Inglesby*). Apparently, *Inglesby* does not teach or disclose managing outside plant construction contracts from within the company. Accordingly, Applicants respectfully submit that *Inglesby* fails to teach or disclose the feature of “determining whether the tasks should be accomplished by contractor,” as recited in claim 5. Consequently, for at least this reason alone, *Inglesby* fails to teach or disclose each and every element of the invention as defined by claim 5. Accordingly, Applicants respectfully submit that the rejection be withdrawn.

B. Claims 6 and 10-15

Because independent claim 5 is allowable over the cited art of record, dependent claims 6 and 10-15 are allowable as a matter of law for at least the reason that dependent claims 6 and 10-15 contain all features and elements of their respective independent base claim. *See, e.g., In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988). Accordingly, Applicants respectfully submit that the rejection to dependent claims 6 and 10-15 be withdrawn for this reason alone.

C. Claim 22

Claim 22, as amended, recites:

A computer-implemented method for facilitating managing a job, the method comprising the steps of:

defining at least one task within a job; configuring the at least one task into scheduling activities;

determining whether the task should be accomplished by a contractor;

assigning available personnel to the at least one task;

performing materials management by assigning any needed materials to the at least one task; and

receiving updates on the status of the at least one task.

(Emphasis Added)

For at least the reasons set forth hereinabove in the arguments for the allowance of claim 5, Applicants respectfully submit that the cited art fails to teach or disclose at least the feature of claim 22 highlighted above. Thus, Applicants respectfully request that the 35 U.S.C. §102(a) rejection of claim 22 be withdrawn.

D. Claims 26-31

Because independent claim 22 is allowable over the cited art of record, dependent claims 26-31 are allowable as a matter of law for at least the reason that dependent claims 26-31 contain all features and elements of their respective independent base claim. *In re Fine*, supra. Accordingly, Applicants respectfully request that the rejection to dependent claims 26-31 be withdrawn for at least this reason alone.

E. Claim 38

Claim 38, as amended, recites:

A computer-readable medium for storing software used by a computer-implemented system in performing a method for facilitating managing a job, the method comprising the steps of:

defining at least one task within a job;

determining whether the task should be accomplished by a contractor;

assigning a cost to the at least one task;

assigning personnel to the at least one task;

assigning any needed materials to the at least one task; and

receiving updates on the status of the at least one task.

(Emphasis Added)

For at least the reasons set forth hereinabove in the arguments for the allowance of claim 5, Applicants respectfully submit that the cited art fails to teach or disclose at least the feature of claim 38 highlighted above. Therefore, Applicants respectfully request that the 35 U.S.C. §102(a) rejection of claim 38 be withdrawn.

F. Claim 39

Claim 39, as amended, recites:

A computer-implemented method for use in formation of a contract, comprising:
providing a contract template for assembling a bid package;
transmitting the bid package to contractors to facilitate the contractors in providing an offer for a particular job;
receiving offers from the contractors;
evaluating the offers; and
awarding the contract.

(Emphasis Added)

In preliminarily rejecting claim 39, the Office Action states:

“As per claims 39 and 40, *Brown’s Integrated Work Activity Calendar* automates the generation of bid requests via a General Transaction Services Subsystem and the acceptance or rejection of bids. Once bid requests are accepted, contracts are established using a Distributed Scheduling Subsystem. These contracts deal with the provision of labor and materials (col. 8, lines 1-34). Inherent to a legal contract involving the provision of labor and materials is the identification of contract work items and contractor information. Furthermore, since all bid requests and contract details are worked out automatically by network members via a computer system, it is understood that the bid request and contract data is transmitted electronically, thereby implying the existence of some type of contract template that allows for automated transmission and evaluation of the information contained in the contract template.”

(Page 7, paragraph 8 of Office Action).

Applicants respectfully submit that the Office Action fails to address at least the above-emphasized features. In addition, *Brown* apparently fails to teach or disclose the above-emphasized features, particularly the features of “providing a contract template for assembling a

bid package; transmitting the bid package to contractors to facilitate the contractors in providing an offer for a particular job,” as recited in claim 39.

Brown apparently appears to teach or disclose “systems, methods, and computer program products synchronize product fabrication schedules with supplier schedules” (Abstract of *Brown*). In addition, *Brown’s* bid request, as mentioned in the Office Action, appears to be sent from the supplier and received by the fabricator that determines whether to assign the bid request. “The integrated work activity calendar subsystem 64 facilitates receiving bid requests for the supply of labor and/or materials for network members and is designed to automatically accept or reject bid request, depending on the nature of the bid request and also depending on the availability of time in the network member’s schedule” (column 8, lines 28-34). *Brown* appears to generate a bid request from a supplier and received by a fabricator that determines whether to accept the bid request. Consequently, Applicants respectfully submit that *Brown* fails to teach or disclose “providing a contract template for assembling a bid packet; transmitting the bid package to contractors to facilitate the contractors in providing an offer for a particular job,” as recited in claim 39. Accordingly, Applicants respectfully submit that *Brown* fails to teach or disclose each and every element of claim 1. Accordingly, Applicants respectfully request that the rejection to claim 39 be withdrawn.

G. Claim 40

Claim 40, as amended, recites:

A computer-implemented method for use in formation of a contract, comprising:

generating a bid;
sending the bid to contractors to facilitate the contractors in providing an offer for a particular job;
adding pricing and other information by contractors to the bid;
returning the bid by contractors;
viewing and comparing all bids received by the contractors;
awarding the contract to contractor having the most desirable bid.

(Emphasis Added)

In preliminarily rejecting claim 40, the Office Action states:

“As per claims 39 and 40, *Brown*’s Integrated Work Activity Calendar automates the generation of bid requests via a General Transaction Services Subsystem and the acceptance or rejection of bids. Once bid requests are accepted, contracts are established using a Distributed Scheduling Subsystem. These contracts deal with the provision of labor and materials (col. 8, lines 1-34). Inherent to a legal contract involving the provision of labor and materials is the identification of contract work items and contractor information. Furthermore, since all bid requests and contract details are worked out automatically by network members via a computer system, it is understood that the bid request and contract data is transmitted electronically, thereby implying the existence of some type of contract template that allows for automated transmission and evaluation of the information contained in the contract template.”

(Page 7, paragraph 8 of Office Action).

Applicants respectfully submit that the Office Action fails to address at least the above-emphasized features. In addition, *Brown* fails to teach or disclose the above-emphasized features, particularly the features of “generating a bid; sending the bid to contractors to facilitate the contractors in providing an offer for a particular job; adding pricing and other information by contractors to the bid,” as recited in claim 40.

Brown apparently appears to teach a “systems, methods, and computer program products synchronize product fabrication schedules with supplier schedules” (Abstract of *Brown*). In addition, *Brown*’s bid request, as mentioned in the Office Action, appears to be sent from the supplier and received by the fabricator that determines whether to assign the bid request. “The integrated work activity calendar subsystem 64 facilitates receiving bid requests for the supply of labor and/or materials for network members and is designed to automatically accept or reject bid request, depending on the nature of the bid request and also depending on the availability of time in the network member’s schedule” (column 8, lines 28-34). *Brown* appears to generate a bid request from a supplier and received by a fabricator that determines whether to accept the bid request. Consequently, Applicants respectfully submit that *Brown* fails to teach or disclose “generating a bid; sending the bid to contractors to facilitate the contractors in providing an offer

for a particular job,” as recited in claim 40. Accordingly, Applicants respectfully submit that *Brown* fails to teach or disclose each and every element of claim 1. Accordingly, Applicants respectfully request that the rejection to claim 40 be withdrawn for this reason alone.

Applicants respectfully submit that nowhere in *Brown* does it teach or disclose adding pricing and other information by contractors to the bid,” as recited in claim 40. Accordingly, Applicants respectfully request that the rejection to claim 40 be withdrawn for this reason alone.

VIII. Response to Claim Rejection Under 35 U.S.C. §103

In the Office Action, claims 7-9, 16-18, 23-25, and 32-34 stand rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over *Inglesby* in view of *Brown*. Claims 19-21 and 35-37 stand rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over *Inglesby*. Claims 41 and 42 stand rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over *Brown*.

A. Claims 7-9, 16-18, 23-25 and 32-34

Claims 7-9, 16-18, 23-25, and 32-34 depend directly or indirectly on their respective independent claims 5 and 22. For at least the reasons set forth above hereinabove in the arguments for the allowance of claims 5 and 22, Applicants respectfully submit that *Inglesby* fails to teach or disclose at least the features of claims 5 and 22 highlighted above. In addition, Applicants respectfully submit that *Brown* fails to remedy *Inglesby* to teach or disclose at least the features of claims 5 and 22 highlighted above. Because independent claims 5 and 22 are allowable over the cited art of record, dependent claims 7-9, 16-18, 23-25, and 32-34 are allowable as a matter of law for at least the reason that dependent claims 7-9, 16-18, 23-25, and 32-34 contain all features and elements of their respective independent base claim. *In re Fine*, supra. Accordingly, Applicants respectfully submit that the rejection to dependent claims 7-9, 16-18, 23-25, and 32-34 be withdrawn for at least this reason alone.

Applicants respectfully traverse the Official Notice in which “it is old and well-known in the art to withhold payment to a contractor until the contractor services are fulfilled.” Applicants respectfully request evidence of such findings.

B. Claims 19-21 and 35-37

Claims 19-21 and 35-37 depend directly or indirectly on their respective independent claims 5 and 22. For at least the reasons set forth hereinabove in the arguments for the allowance of claims 5 and 22, Applicants respectfully submit that *Inglesby* fails to teach or disclose at least

the features of claims 5 and 22 highlighted above. Because independent claims 5 and 22 are allowable over the cited art of record, dependent claims 19-21 and 35-37 are allowable as a matter of law for at least the reason that dependent claims 19-21 and 35-37 contain features and elements of their respective base claim. *In re Fine*, supra. Accordingly, Applicants respectfully request that the rejection to dependent claims 19-21 and 35-37 be withdrawn for at least this reason alone.

Applicants respectfully traverse Examiner's Official Notice that "quality control is very old and well-known in the art of supply chain management. Random sampling is a commonly used quality control which assists an organization estimating how many defective items are being produced and at what costs to the organization. By understanding the organization's level of quality, the organization is better able to reduce errors in manufacturing, thereby increasing customer satisfaction and reducing costs typically associated with the production of defective items" (Paper No. 8, page 11). Applicants respectfully request evidence of such a finding.

Applicants further traverse Examiner's Official Notice that "it is old and well-known in the art for a company/organization to produce an interface to its employees to enter their time worked and completed task. This information is crucial to payroll purposes and for assessing the overall financial state of the company/organization" (Paper No. 8, page 12). Applicants respectfully request evidence of such findings.

Applicants further traverse Examiner's Official Notice that "it is old and well-known in the art to provide status reports via printouts. This enables one to create a permanent and conveniently accessible record on which one may make pertinent notes by hand" (Paper No. 8, page 12). Applicants respectfully request evidence of such findings.

C. Claim 41

Claim 41 depends directly on independent claim 40. For at least the reasons set forth hereinabove in the argument for the allowance of claim 40, Applicants respectfully submit that *Inglesby* fails to teach or disclose at least the features of claim 40 highlighted above.

Because independent claim 40 is allowable over the cited art of record, dependent claim 41 is allowable as a matter of law for at least the reason that dependent claim 41 contains all features and elements of its respective independent base claim. *In re Fine*, supra. Accordingly,

Applicants respectfully request that the rejection to dependent claim 41 be withdrawn for at least this reason alone.

Applicants respectfully traverse Examiner's Official Notice that "it is old and well-known in the art of bidding to notify contractors that were not awarded the contract. This is a common courtesy that allows the contractors to freely bid on other contracts that may have been scheduled for the same or overlapping time period of the rejected contract" (Paper No. 8, pages 13-14). Applicants respectfully request evidence of such findings.

D. Claim 42

Claim 42, as amended, recites:

A system for use in formation of a contract, comprising:

a template for assembling a bid package to be sent to contractors to facilitate the contractors in providing an offer for a particular job;

a data processor for communicating with contractors including copying, encrypting, sending and printing the bid package; and

a comparator for evaluating responses to the bid package.

(Emphasis Added)

Applicants respectfully submit that the Office Action fails to address at least the above-emphasized element. In addition, *Brown* apparently fails to teach or disclose the above-emphasized element, particularly the element of "a template for assembling a bid package to be sent to contractors to facilitate the contractors in providing an offer for a particular job," as recited in claim 42.

In preliminarily rejecting claim 42, the Office Action states:

"As per claims 39 and 40, *Brown's* Integrated Work Activity Calendar automates the generation of bid requests via a General Transaction Services Subsystem and the acceptance or rejection of bids. Once bid requests are accepted, contracts are established using a Distributed Scheduling Subsystem. These contracts deal with the provision of labor and materials (col. 8, lines 1-34). Inherent to a legal contract involving the provision of labor and materials is the identification of contract work items and contractor information. Furthermore, since all bid requests and contract details are worked out automatically by network members

via a computer system, it is understood that the bid request and contract data is transmitted electronically, thereby implying the existence of some type of contract template that allows for automated transmission and evaluation of the information contained in the contract template.”

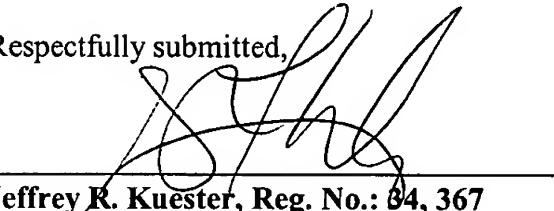
(Page 7, paragraph 8 of Office Action).

Applicants respectfully submit that *Brown* appears to teach a “systems, methods, and computer program products synchronize product fabrication schedules with supplier schedules” (Abstract of *Brown*). In addition, Applicants respectfully submit that *Brown's* bid request as mentioned in the Office Action, appears to be sent from the supplier and received by the fabricator that determines whether to assign the bid request. The integrated work activity calendar subsystem 64 facilitates receiving bid requests for the supply of labor and/or materials for network members and is designed to automatically accept or reject bid request, depending on the nature of the bid request and also depending on the availability of time in the network member's schedule” (column 8, lines 28-34). *Brown* appears to generate a bid request from a supplier and received by a fabricator that determines whether to accept the bid request. Consequently, Applicants respectfully submit that *Brown* fails to teach or disclose “a template for assembling a bid package to be sent to contractors to facilitate the contractors in providing an offer for a particular job,” as recited in claim 42. Accordingly, Applicants respectfully submit that *Brown* fails to teach or disclose each and every feature of claim 1. Accordingly, Applicants respectfully request that the rejection to claim 42 be withdrawn.

CONCLUSION

In light of the foregoing amendments and for at least the reasons set forth above, Applicants respectfully submit that all objections and/or rejections have been traversed, rendered moot, and/or accommodated, and that the now pending claims 5-42 are in condition for allowance. Favorable reconsideration and allowance of the present application and all pending claims are hereby courteously requested. If, in the opinion of the Examiner, a telephonic conference would expedite the examination of this matter, the Examiner is invited to call the undersigned at (770) 933-9500.

Respectfully submitted,



Jeffrey R. Kuester, Reg. No.: 34, 367

**THOMAS, KAYDEN,
HORSTEMEYER & RISLEY, L.L.P.**
Suite 1750
100 Galleria Parkway N.W.
Atlanta, Georgia 30339
(770) 933-9500

Annotated Marked-up Drawing

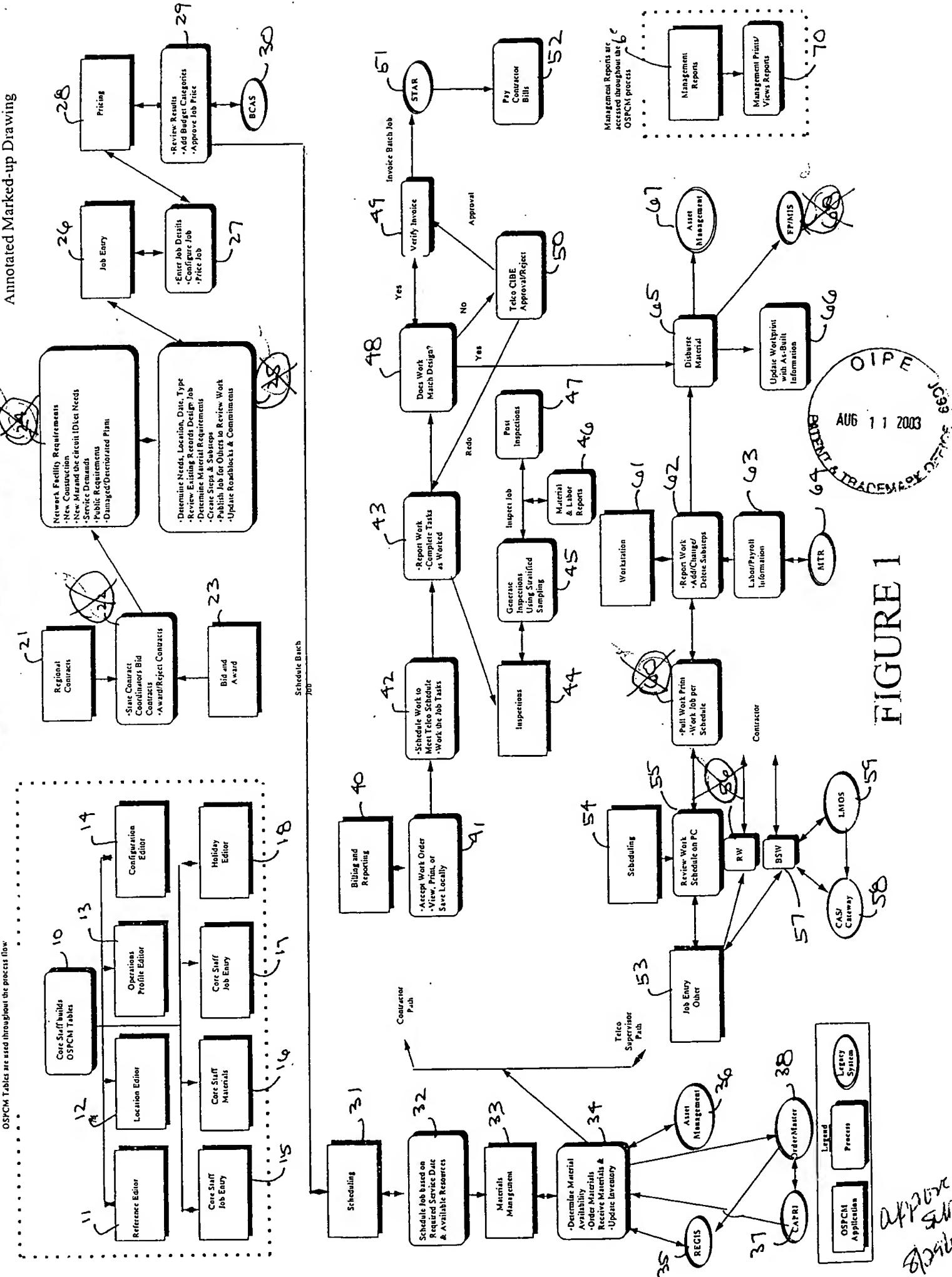


FIGURE 1

APR 2003
SUN 2003
2003